

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**Applicant(s):** Hornreich et al.

**Conf. No.:** 3247

**Serial No.:** 10/724,931

**Art. Unit:** 3689

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**Examiner:** Wang, Jin C.

**Title:** SUBSCRIPTION-BASED DYNAMIC  
CONTENT UPDATE

**Docket. No.:** IL920030041US1  
(IBML-0039)

Mail Stop Reply Brief - Patents  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**REPLY BRIEF**

Sir:

Introductory Comments:

This paper is being filed in response to the Examiner's Answer dated 23 June  
2009. Appellants respond as follows:

Remarks:

Appellants respectfully submit that the Examiner has misstated the positions taken in the Final Office Action, and in so doing, confuses the issues to be considered on Appeal. Accordingly, Appellants respond.

In the Examiner's Answer, the Examiner asserts that Appellants "are mistaken as to what was stated in the last office action." (Page 7). The Examiner asserts that the Office Action "stated that Nielsen failed to teach automatically receiving a content update **during display of the web page.**" Appellants would like to point out that the Examiner's Answer states that Nielsen discloses *automatically* receiving a content update from a content provider and *automatically* providing the content update for updating the specialized content area. (emphasis added, Examiner's Answer, Pages 3-4). This is not however, what the Final Office Action stated.

The Final Office Action, rather, stated that Nielsen discloses receiving a content update from a content provider and providing said content update for updating said specialized content. (Final Office Action, Page 2). Further, on page 4, Examiner states "Nielsen fails to explicitly disclose *automatically* updating the content during display of the web page." (emphasis added). Appellants assert that although the Examiner simply added the word automatically to the Examiner's Answer, this strongly changed the argument.

The fact is that Nielsen does not teach **automatically** providing the content update for updating the content of the specialized area, during or not during display. Nielsen teaches notifying a user of changes, such as, *inter alia*, "[e]ach entry lists the name of the site and either an abstract of the change made or a numeric or visual

representation of the degree of change made.” (Nielsen, Col. 5 Lines 8-10). Even the claim of Nielsen referenced by the Examiner does not teach updating a specialized area, as “update monitor service server being configured to provide information to one or more user computers about changes in content of information stored” (Nielsen, Col. 11 Lines 47-51) is quite simply, not automatically providing content update for updating a specialized content area. It is in light of this weaker argument that Nielsen discloses merely providing the information about an update, wherein Santoro fails to cure the deficiencies of Nielsen.

Santoro’s continually cycling through a grid and updating each area as it is accessed only discloses that a content area is updated while being viewed. It does not, in combination with Nielsen, teach automatically receiving a content update from a content provider in connection with a subscription, and automatically providing the content update for updating a specialized content area. The Examiner admitted that Nielsen failed to teach automatically updating in the Final Office Action, relying on Santoro’s cycling for the automatic concept. At page 3, the Final Office Action states that Santoro discloses “refreshing (i.e. updating) the content of the tile each time it is accessed (i.e. automatically updating).” It is clear from this analysis that the Examiner felt Nielsen did not automatically provide an update. At page 3 of the Examiner’s Answer, however, the Examiner alleges that Nielsen teaches “automatically receiving a content update.” Later, however, at page 7, the Examiner “asserts that the last office action stated that Nielsen failed to teach automatically receiving a content update during display of the web page.” Thus, the Examiner’s Answer is internally inconsistent, making it impossible to determine what the Examiner believes the teachings of Nielsen to be.

Appellant respectfully submits that, in view of the above, the Examiner's Answer contains a new ground of rejection under 37 CFR 41.39(a)(2), which, while permissible in this case, should have been prominently identified as such, pursuant to MPEP 1207.03(I)(B), and Appellant should have been afforded a period in which to reply, pursuant to 37 CFR 41.39(b).

Nevertheless, Appellants submit that, with respect to claim 7, Nielsen only discloses providing a notice of a content change. The references, whether viewed separately or in combination, fail to teach or suggest "automatically receiving a content update from a content provider in connection with said subscription during display of the web page; and automatically providing said content update for updating said specialized content area."

Regarding dependent claims 8 and 9, which stand rejected under essentially the same grounds as claim 7, Appellants hereby incorporate the above arguments.

Accordingly, Appellants submit that all pending claims are allowable because Neilsen in view of Santoro and in further view of Helle fails to teach or suggest each and every feature of the claims as required by 35 U.S.C. 103(a).

Respectfully submitted,

/Stephen F. Swinton/

Date: 21 August 2009

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Stephen F. Swinton  
Reg. No. 53,661  
(ND)

Hoffman Warnick, LLC  
75 State Street, 14<sup>th</sup> Floor  
Albany, New York 12207  
Phone: (518) 449-0044  
Fax: (518) 449-0047